

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IOU CENTRAL, INC.
d/b/a IOU FINANCIAL, INC

Plaintiff,

vs.

CASE NO. 1:19-CV-05121-WMR

PHYSICAL THERAPY SERVICES OF
BARTLESVILLE, INC. A/K/A
BARTLESVILLE PHYSICAL
REHABILITATION, A/K/A
BARTLESVILLE PHYSICAL REHAB

CONSENT ORDER/DECREE RESOLVING CASE

Plaintiff filed suit against Defendant [Doc 1] which was served with process. [Doc 5]
Plaintiff filed the instant Consent Motion to enter this Order. Having considered the Motion and
pertinent portions of the record, the Court finds that an evidentiary hearing is not required. The
Motion is granted and this Order is entered, as follows:

Per 28 U.S.C. § 1332, the Court has diversity jurisdiction over this action. Plaintiff is a
citizen of Delaware and Georgia and Defendant is a citizen of Oklahoma, per the Complaint.
The debt and relief at issue exceeds \$75,000.00, exclusive of costs, namely a Promissory Note by
Defendant to Plaintiff for the gross/principal sum of \$97,276.00, dated 5/13/15, with a Security
Agreement securing Defendant's property as collateral for the Loan and related equitable relief.
The Loan satisfied and is subrogated into a prior Loan by Defendant with Plaintiff for which
Defendant is liable for declaratory and equitable relief per Counts I-III of the Complaint and
damages per Count IV of the Complaint.

Per Count IV of the Complaint, Defendant agrees to pay the sum of \$12,500.00, to Plaintiff by February 25, 2020 and then pay monthly payments of \$600.00, commencing by February 28, 2020 until February 28, 2021, with payments due by the 28th day of each month. Defendant has five (5) days from a payment due date to cure a default on that payment. By consent of Plaintiff and Defendant, this case is closed subject to satisfaction of these terms by February 28, 2020. The Court shall retain jurisdiction to enforce this Order.

If Defendant defaults on these terms, then per a subsequent motion, Defendant consents to the reopening of this case and entry of judgment against Defendant for all relief in Counts I-III of the Complaint, including a monetary judgment for the principal sum of \$100,000 under Count IV of the Complaint, which Plaintiff will credit for payments made, with the judgment accruing interest at the legal rate. Defendant will not oppose and consents to a motion for stay relief or like relief by IOU in any bankruptcy or other insolvency proceeding by Defendant or its owners to enforce this Order and other relief in this action, to which Defendant waives all defenses, aside from payment in full, waives and releases Plaintiff from any claims by Defendant against Plaintiff, such as on, under, as to or relating to the Loan, which the Court will retain jurisdiction.

Otherwise, if Defendant completes all payments under this Order then Defendant will be released and discharged from any further obligation on this debt and any claims on, under or relating to the Loan and the case shall be dismissed with prejudice. The Court finds that by their signatures and/or through counsel, Plaintiff and Defendant agree and consent to entry of this Order to fully resolve this matter between themselves. The Clerk will close this case.

SO ORDERED this 4th day of March, 2020.

William M. Ray II

HON. William M. Ray, II
UNITED STATES DISTRICT JUDGE

Consented and agreed to by:

/s/ Paul Wersant _____
Paul Wersant, Counsel for Plaintiff

Consented and agreed to by:

/s/ Grant Brim _____
Grant Brim, Counsel for Defendant